

MEA  
1216 Kindale  
E. Lang. M. 4423

ARTICLE I  
RECOGNITION

Revised *Ed. 67* 1967  
Art. 1-7

A. The Colon Board of Education, herein known as the Board,

hereby recognizes the Colon Education Association, herein known as the Association, as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation and (on per diem appointments) classroom teachers, (substitute teachers), guidance counsellors, librarians, school psychologists and social workers, speech and hearing therapists, visiting teachers, advising or critic teachers, (teachers of the house-bound or hospitalized,) employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel and office and clerical employees. The term "teacher", when used hereinafter in this agreement, shall refer to all employees ~~represented~~ represented by the Association in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent an individual teacher from presenting a grievance and having a grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this agreement, provided that the Association has been given an opportunity to be present at such adjustment.

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or (assessments) of the Association (including the National Education Association and the Michigan Education Association) (upon such conditions as the Association shall establish.) Such sum shall be deducted as dues from the regular salaries of the teachers authorizing deduction and remitted not less frequently than monthly to the Association.

*Eliminate Part time positions*

*Colon Bd of Ed*

ARTICLE I cont'd

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or (<sup>Public employee</sup> applicable civil service laws and regulations.) The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

*ambiguous*

ARTICLE IA  
BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
- C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent that such specific and express terms of thereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE II  
TEACHER RIGHTS



*lawful*  
A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every <sup>teacher</sup> (employee) of the Board, as defined in Article I, shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprave or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan on the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any <sup>legit</sup> activities of the Association on collective professional negotiations with the Board, or his institution of any grievance. ~~[complain<sup>delete</sup>ing or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.]~~ *not necessary*

B. The Board specifically recognizes the right of its teachers appropriately to invoke the assistance of the State Labor Mediation Board, ~~and the Board agrees to be bound by any lawful order or award thereof.~~

C. The Association and its members shall have the right to use school building facilities at all reasonable hours, after school hours for meetings. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards within the faculty lounge and other established media of communication shall be made available to the Association and its members.

D. The Board agrees to furnish to the Association in response to reasonable requests from time to time, all available information concerning the financial resources of the district, tentative budgetary

ARTICLE II cont'd

requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

*Add - confidential material excepted .*

## ARTICLE III

### PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this agreement are set forth in Schedule A, which is attached to the incorporated in this agreement. Such salary schedule shall remain in effect during the three year term of this agreement, provided, however, that upon written notice to the other party at least sixty (60) days prior to the first day of March of every year of this agreement, either party may request the reopening of negotiations of such salary schedule.

B. Teachers shall not be required to report more than two days prior to beginning of classes or to remain more than two days after classes end with the exception of extended contracts and employees new to the system.

ARTICLE IV

TEACHING LOADS AND ASSIGNMENTS

A. The normal weekly per teacher load in the senior high school will include five (5) preparation or conference periods each week.

B. If the grades included in junior high school are placed on ~~the~~ same schedule as the upper four grades, they will follow the same plan as the high school as to use of class time.

C. The normal teaching load in the elementary schools should include preparation time each day for each teacher.. As near as possible, the class size will be governed, within reason by the facilities available, and standards recommended so that the highest level of learning will be possible.

D. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor fields of study.

E. Any changes in assignment, for tenure teachers, should be made only ~~when~~ when it is agreeable with the teacher involved. These changes should be discussed at the time contracts are awarded.

F. If a need arises, because of size of classes, that a teacher would need to teach during his conference or preparation hour, and the teacher is in accord, he may agree to the extra class. This being the case, the teacher will receive a sum equal to a prorated amount of his salary for the added class. For example: A teacher with five classes will receive  $1/5$  of his salary.

G. If a need arises that a teacher would need to teach more than one grade in the elementary school, and the teacher is in accord, the teacher should receive reasonable adjustment in his salary or teaching load for the added grade. (Had a check by this)

H. The teacher contracts shall state the teaching assignment and should state outside sponsorships for the coming year when the teacher so desires.

ARTICLE V

TEACHING CONDITIONS

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education, that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association.

B. To relieve teachers of cafeteria, elementary playground and bus duty, the Board agrees to engage necessary aides in the high school and all elementary schools. The aides will handle patrol duty, duplication of teaching materials and collecting money for milk and lunch.

C. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

D. The Board shall make available in each school adequate lunch-room, restroom and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.

E. Telephone facilities shall be made available to teachers for their reasonable use.

F. Adequate parking facilities shall be made available to teachers.

G. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities

BE  
sure to  
clarify  
to  
association



ARTICLE V cont'd

of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern of attention of the Board except as it affects the teachers work as a teacher.

H. The provisions of the agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages to public education of every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

ARTICLE VI  
VACANCIES AND PROMOTIONS

A. Whenever a vacancy in any professional position in the district shall occur, the Board XXX shall publicize the same by giving written notice of such vacancy to the president of the Bolon Education Association.

B. Any teacher may apply for such vacancy.

*present policy*  
*further*  
*10 days*  
*once*  
*beginning*  
*year*

ARTICLE VII

LEAVE PAY

*clarify*

A. Any teacher absent from duty on account of personal illness or any other approved reason shall be allowed full pay for a total of ten (10) working days per year accruable to fifty (50) days.

B. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary for the duration of the illness, with sick leave subtraction prorated from that portion of salary used to make up the difference.

Examples:

A. An injured person whose weekly salary is \$140 and whose compensation is \$70 per week would receive the additional \$70 from the Board with 1/2 day counted against accumulated sick pay for each day out of work.

B. An injured person whose weekly pay is \$120 and whose compensation is \$80 per week would receive the additional \$40 from the Board with 1/3 day counted against accumulated sick pay for each day out of work.

C. After consultation with the Chairman of the Ethics Committee of the Association or the President of the Association, concerning apparent irregularities in paid leave time, the Superintendent has the right to ask for a doctor's statement.

ARTICLE VII  
LEAVE PAY  
Revisions

MEAs

A. Any teacher absent from duty on account of personal illness or any other approved reason shall be allowed full pay for a total of ten (10) working days per year accumulative to fifty (50) days.

B. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary for the duration of the illness, with sick leave subtraction prorated from that portion of salary used to make up the difference.

Examples:

A. An injured person whose weekly salary is \$110 and whose compensation is \$70 per week would receive the additional \$70 from the Board with 1/2 day counted against accumulated sick pay for each day out of work.

B. An injured person whose weekly pay is \$120 and whose compensation is \$80 per week would receive the additional \$40 from the Board with 1/3 day counted against accumulated sick pay for each day out of work.

C. After consultation with the Chairman of the Ethics Committee of the Association or the President of the Association, concerning apparent irregularities in paid leave time, the Superintendent has the right to ask for a doctor's statement.

Revised  
Art. 8-15

ARTICLE VIII  
LEAVE OF ABSENCE

A. Any teacher whose personal illness extends beyond the period compensated under Article VII shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness, providing it is not longer than six months. Upon return from leave, a teacher shall be assigned to the same position, *or similar.*

B. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

- (1) A maximum of five days per school year for the death of either mother, father, in-laws, children or spouse.
- (2) Court appearance as a witness in any case connected with the teacher's employment or the school.
- (3) Administrator approved visitation at other schools or for attending education conferences or conventions, including Association meetings.
- (4) Time necessary to take the selective service physical examination.

C. Leaves of absence without pay shall be granted upon application for the following purposes, however, the Board reserves the right to limit the number at any one time:

- (1) Study related to the teacher's licensed field.
- (2) Study to meet eligibility requirements for an educational license other than that held by the teacher.
- (3) Study research or special teaching assignment involving probable advantage to the school system.
- (4) The regular salary increment occurring during such period shall be allowed.

D. A maternity leave shall be granted, without pay, commencing not later than the end of the sixth month of pregnancy, except that

ARTICLE VIII cont'd

when this date falls within one school month of the end of the semester, the teacher may be permitted to complete the semester.

E. Pursuant to Section 572 of the School Code of 1955, teachers who have been employed for seven years may be granted a sabbatical leave for one year. A teacher, upon return from a sabbatical leave shall be restored to his former position or to a position of like nature, seniority and status. Any period spent on sabbatical leave shall be treated as teaching service for purpose of applying the salary schedule set forth in Schedule A of this agreement.

F. Teachers, who are officers of the Association or are appointed to its staff, should, upon proper application, be given leave of absence without pay for the pupose of performing duties for the Association.

*clarify further.*  
G. Military leaves of absence shall be granted to any teacher, who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States, and reinstatement of these individuals shall be according to general school laws of the State of Michigan.

ARTICLE IX

TERMINAL LEAVE

A terminal leave payment commensurate with the rate of pay during the final year of service for the amount of sick leave accrued to the maximum amount *of \$1000* ~~accruable~~ in the district will be paid upon retirement provided the teacher shall have been employed in the school district for 15 years or more.

ARTICLE X

TEACHER EVALUATION

A. All monitoring or observation of the work performed by a teacher shall be conducted openly and with full knowledge of the teacher. All written evaluations placed in the file shall be made in duplicate and one copy given to the teacher.

B. Each teacher shall have the right, upon request, to review the contents of his own teacher evaluation file. *except reference letters*

C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage (without just cause.) Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof, without just cause, shall be subject to the professional grievance negotiations procedure hereinafter set forth.

D.

ARTICLE XI

PROTECTION OF TEACHERS

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

*create*  
B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

*upon finding teacher inspected under board policy may rather will*

C. If any teacher is complained against or sued by reason of disciplinary action, according to Board Policy, taken by the teacher against a student, the Board *may* provide legal counsel and render all necessary assistance to the teacher in his defense.

D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher

*add same if in scope of board policy*

E. If a teacher is injured while in the line of duty, free medical, surgical or hospital care will be furnished by the Board at a designated hospital. *if not covered*

F. Parent complaints will be handled at the discretion of the Administration and those serious enough to warrant action will be promptly called to the teacher's attention.

G. Teachers ~~will~~ shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable except as provided by the laws of the State of Michigan.

## ARTICLE XII

### NEGOTIATION PROCEDURES

A. It is contemplated that matters not specifically covered by this agreement nor existing Board Policies not in conflict with this agreement, but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this agreement upon request <sup>by mutual agreement</sup> by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. In the event the salary schedule is reopened for negotiation, by either party, as provided in Article II of the agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. Upon legal Board recognition and at least sixty days prior to the expiration of this agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms and conditions of employment ~~by~~ of teachers.

C. In any negotiations described in the Article, neither party shall have any control over the selection of the negotiating or bargaining representatives from within or outside the school district, It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. If the parties fail to reach an agreement in any such negotiations either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.



ARTICLE XIII

PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

A. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order of regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms of conditions of employment, may file a written grievance with the Board or its designated representative. The Board hereby designates as its representative for such purpose, the principal in each school building and the superintendent of schools when the particular grievance arises in more than one school building,

B. Within five days of receipt of the grievance the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the Superintendent who shall have five days thereafter to approve or disapprove the grievance. If the grievance is submitted directly to the Superintendent he shall have ten days from receipt to approve or disapprove it. If the grievance shall be denied by the Superintendent, either upon review of the action of the school principal, or in the first instance, the grievance shall immediately be submitted to the secretary of the Board, with a statement of reasons why it is being disapproved.

C. Within 15 days from receipt of the grievance, the Board shall review the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association,

ARTICLE XIII cont'd

shall final determination of the grievance be made by the Board more than 30 days after its submission to the Secretary of the Board.

D. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to the Labor Mediation Board.

E. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

A. The Board agrees at all times to maintain an adequate list of substitute teachers. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. No polygraph or lie detector device shall be used in any investigation of any teacher.

C. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

D. Copies of this agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

E. If any provisions of this agreement or any application of the agreement to any teacher or group of teachers shall be found contrary to laws, then such provision or application shall be deemed invalid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.